

STATE OF IOWA
BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

DALLAS COUNTY (SHERIFF'S DEPARTMENT)

and

TEAMSTERS LOCAL UNION NO. 147

Case: CEO #187/
Sector 1

2003-2004
CEO 187
SECTOR 1
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Appearances:

Ms. Renee Von Bokern, Von Bokern Associates, 2771 104th Street, Suite H, Des Moines, Iowa 50322.

Mr. Michael C. Stanfill, V.P., Teamsters Local 147, 2425 Delaware Street, Des Moines, Iowa 50317

FINDINGS OF FACT AND ARBITRATION AWARD

The undersigned was jointly selected by the parties through the Iowa PERB, to hear and resolve a dispute between them concerning their 2004-05 labor agreement. The arbitration hearing was held on September 27, 2004, in the County Courthouse in Adel, Iowa, and was concluded that day. The proceedings were recorded by the Arbitrator. The parties stipulated that there were no disputes between them concerning arbitrability or negotiability of impasse items. The parties had a full opportunity to submit documentary and testimonial evidence and argument herein. No objections were made at the hearing and all documents proffered were admitted.

Arbitration Standard: The Iowa Public Employment Relations Act sets forth criteria to be used by interest arbitrators in formulating awards. Section 20.22(9) of the Act states the factors that arbitrators are to use in reaching their decisions, as follows:

- a. Past collective bargaining contracts between the parties including the bargaining that led to such contracts.
- b. Comparisons of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of adjustments on the normal standard of services.

- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

Interest Arbitrators are limited to issuing a decision that incorporates either the position of the Union, the position of the Employer or the position of the Fact-finder on each impasse item:

The submission of the impasse items to the arbitrators shall be limited to those issues that had been considered by the fact-finder and upon which the parties have not reached agreement. With respect to each such item, the arbitration board award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitration board or to the recommendation of the fact-finder on each impasse item. Sec. 20.22(3), 1999 Iowa Code.

Section 20.9 of the Iowa Code lists the mandatory subjects of bargaining in Iowa, and "impasse items" are identified as "wages, vacation, insurance, ...leaves of absence...overtime compensation... seniority... and other matters agreed upon."

BACKGROUND:

At the hearing, the parties advised the Arbitrator that they had agreed to accept Fact-finder Wyant's Recommendations regarding all impasse items litigated before Wyant (leaves of absence, vacations, seniority, insurance and overtime compensation), except wages. Therefore, the sole impasse item in dispute in this case is wages. All of the evidence submitted by the parties has been considered by the Arbitrator and weighed in reaching this Award.

The Union arguments mainly concerned the comparability factor, Sec.20.22(9)b . The County argued that its financial situation was so dire in 2004-05 that it lacked the ability to pay any wage increase to its employees presumably under the interests and welfare of the public factor, Sec.20.22(9)c. The County stated herein that it was already at the maximum levy limit in its General Fund from which any increases for Sheriff employees would have to come, but it did not go into detail on this point or offer any exhibits thereon. Both parties argued regarding the past collective bargaining contracts factor including the bargaining that lead to the impasse over the 2004-05 contract but this factor was not truly contested. Thus, the most important factors raised were the County's inability to pay and the Union's comparability arguments and these factors have been addressed in depth herein.

Impasse Item: Wages:

County Position: 0% (status quo)

Union Position: 4% on all rates.

PRIOR CASES BETWEEN THE PARTIES:

The parties went to fact-finding and interest arbitration in 1993 and 1995. In the 1993 case wages, vacations, insurance and leaves of absence were at issue. In the 1995 case, wages, longevity and compensatory time were in dispute. In 1993, the Union proposed a \$0.38 per hour increase (about 3.3%) across the board while the County proposed a 1.7% wage increase. In 1993, the arbitrator directed that the parties' 1993-94 labor agreement contain no change in the employees' share of health insurance premiums payments (as had been proposed by the County), and that no changes be made in vacations or leaves of absence and that the parties adopt the fact-finder's recommendation of a 2.5% wage increase.

In 1995, the County proposed a 2.8% increase in wage rates while the Union proposed a 3% increase in all wage rates. Longevity and compensatory time were also in issue that year but insurance was not. The arbitrator selected the County's wage offer and its longevity proposal and the fact-finder's recommendation regarding compensatory time.

In the 1993 cases, the Union used 11 organized counties, only 4 of which were contiguous to Dallas (Boone, Warren, Madison and Polk). The County used a 15 county group all of which were close in population size to Dallas and only two of which were contiguous (Boone and Warren). The parties had three counties in common in their groups: Boone, Warren and Wapello. The fact-finder stated that he would have preferred to use unionized contiguous counties for comparison but he used both parties' comparability groups with emphasis on the three counties common to both groups. The arbitrator found comparability a non-determinative factor in the case; he used all comparables suggested by the parties, but he put less weight on Polk due to its large size.

In the 1995 cases, comparability was not discussed in detail. However, the fact-finder found the contiguous counties except Polk to be "the best group" but he also refused to exclude Polk altogether. The arbitrator in the case did not discuss comparability.

Comparability:

In the instant case, the factor of comparability has been hotly contested. The Union used two different sets of assertedly comparable counties. One group included all seven counties contiguous to Dallas (hereafter the Seven Counties Group), Adair, Boone, Greene, Guthrie, Madison, Polk and Warren. The Union's second set of comparables

consisted of six counties with almost identical populations, only one of which was contiguous to Dallas: Cerro Gordo, Des Moines, Marshall, Muscatine, Warren and Webster (hereafter Union Six County Group). Using these groups, the Union presented the following exhibit comparing minimum and maximum wage rates for 2003-04:

Beginning Wage		Maximum Wage	
Muscatine	24.64	Muscatine	24.64
Adair	18.50	Des Moines	20.53
Green	17.97	Webster	20.04
Warren	17.89	Warren	19.53
Guthrie	17.13	Cerro Gordo	19.20
Webster	15.75	Dallas	19.15
Dallas	15.58	Marshall	19.00
Des Moines	15.40	Adair	18.50
Boone	15.09	Greene	17.97
Marshall	14.60	Boone	17.75
Madison	14.54	Guthrie	17.54
Cerro Gordo	14.24	Madison	15.66
(Polk County Not included in above averages)		(Polk County Not included in above averages)	
<i>Average Wage</i>	<i>\$18.83</i>	<i>Average Wage</i>	<i>\$19.13</i>
Dallas County	\$3.25	Dallas County	\$0.02
	Below Avg		Above Avg
Assuming a 4% increase for Dallas County, would still leave Dallas County \$2.50 below the average of the above listed counties.		Polk	25.22
		Including Polk County the average wage Would be \$19.59 and Dallas County would be \$0.44 below the average.	
Polk	19.48		
Including Polk County the average wage Would be \$18.88 and Dallas County would Be \$3.30 below the average.			

Dallas presented its evidence using five counties located in relatively close proximity to Dallas, all with similar population, only one of which is contiguous to Dallas: Boone, Jasper, Marshall, Warren and Webster (hereafter County Population Group). The County also argued at the hearing that Polk, Adair and Madison counties, although contiguous to Dallas, are so different in population that they should not be compared to Dallas. Dallas also urged that insurance costs must be considered herein as wages are strongly affected by insurance costs. The County Population Group wage comparables submitted by Dallas were as follows for Dallas Deputies and Dispatchers:

<u>Deputies:</u>		<u>Dispatchers:</u>	
County	Wages	County	Wages
Webster	20.04	Webster	11.22 (avg)
Jasper	18.87- 22.08 (5 yrs)	Jasper	13.38 (1 yr)
Warren	17.89 -19.53 (4 yrs)	Warren	Jailer/Dispatch
Marshall	15.95 (1 yr) 19.00 (10 yrs)	Marshall	13.72 (1 yr) 16.16 (10 Yrs)
Boone	17.75	Boone	new jail
Average	18.10 minimum 19.68 maximum	Average	12.77 minimum 13.59 maximum

Discussion of Comparability:

This Arbitrator believes that the best comparables are unionized public employers¹ that employ workers in the same types of classifications using the same kinds of skills performing work in areas geographically contiguous to that of the public employer under consideration, located in communities/areas that have similar populations. Population alone is not a sufficient basis for true comparability.

Nonetheless, I have considered/used all comparables suggested by the parties in arriving at the Award herein. In response to Dallas' argument that some of the contiguous counties are too small in population to be fairly considered herein, I believe that looking at a five county group, excluding Adair (the smallest contiguous county) and Polk (the largest contiguous county) should be used to gain perspective on the Seven County Group and I have used this five county group herein as well (hereafter Five County Group). In regard to Dallas' argument that wages cannot be considered without consideration of insurance increases, let me emphasize that the insurance impasse item is not before me by agreement of the parties and I have no jurisdiction to address it. I have noted Dallas' arguments on this point but they have not had any significant affect on this Award.

¹ No evidence was presented to show which if any of the comparable counties was unionized. Despite this fact, I have used them all.

FACTS:

Dallas County is located immediately west of Polk County in central Iowa. Polk is the largest county in Iowa. Dallas is the fastest growing county in Iowa (37% increase in population from 1999 to 2000), having moved from 22nd to 14th in population. Dallas has ranked 10th in the amount of property tax collected since at least 2001. In 2000, Dallas ranked 11th in full-time unit employees and 6th in part-time employees for an overall state rank of 10th.

Dallas employs a total of 210 represented and unrepresented employees and elected officials, 175 of which are union-represented employees employed in six bargaining units as follows: Sheriff, Roads (office), Roads (maintenance), Attorneys, Paramedics and Courthouse. Three of these units, including the Sheriff unit, are represented by the Teamsters Local 147; the Attorneys are represented by the AFSCME Union and the Paramedics are represented by the Firefighters Union. Dallas employs 35 non-represented employees and elected officials.

The parties have had a collective bargaining relationship since 1977 and they have negotiated 22 contracts covering the past 27 years. The Sheriff unit consists of 36 employees employed in the following classifications: Deputies (full and part-time), Dispatchers (full and part-time), full-time Corrections Officers I and II, part-time Jailer/Matrons, Clerical and Chief Jailer.² Dallas Deputies and Dispatchers work a 6/3 schedule, 1946 hours annually, while some special Deputies and Clericals work a 5/2 schedule, 2080 hours annually.

Seventeen full-time Sheriff employees take family health insurance and for 2003-04 they paid 20% of the premiums therefor, or \$128.89 per month. Dallas paid 80% of the family premium for family coverage in 2003-04 and 100% of the premiums for single coverage.³ Part-time Sheriff employees receive no health benefit. Health insurance premiums went up 7% in 2004. This resulted in employees taking family insurance paying an additional \$9.00 more per month in premiums and Dallas paying an additional \$55.00 more per month therefor. Although the County litigated insurance before the Fact-finder in the case leading to the instant case, seeking a 10% increase in employee paid premiums, it ultimately agreed to accept the Fact-finder's status quo recommendation on this point.

2 The parties did not submit evidence regarding how many employees are employed in each full and part-time classification.

3 The parties proffered no evidence regarding how many employees take single health insurance.

After it was known that premiums would rise for 2004-05, the Dallas labor-management committee requested that Dallas not seek additional premiums from employees. The increase in the County's share of family premiums for all Dallas employees is approximately equal to a 2% compensation increase.

The Union offered exhibits showing the ratio of county residents to county employees in Dallas and the Union's comparables, arguing that these ratios showed that Dallas employees have heavier workloads than employees in comparable counties. However, these exhibits showed that Dallas was only slightly above average among the Seven County Group in its ratio of residents to employees (Dallas, 194.05 to one; average, 196.36 to one) if Polk is excluded. Regarding the Six County Group, Dallas had a ratio better than the average of the Group (224.92) and a better overall ratio than all of the six counties: Dallas, 194.05 compared to 211.76 to 247.67 for all six counties.

Dallas submitted evidence that over the past seven years it had given some of its union employees the following total (and average per year) wage increases, as follows:

<u>Bargaining Unit</u> ⁴	<u>Total % over 7 years</u>	<u>Average per year</u>
Road Maint. Unit	28.00%	4.00%
Road Office Unit	26.00%	3.71%
Attorney Unit	36.00%	<u>5.14%</u>
Sheriff Unit	26.00%	3.71%
Courthouse Unit	25.70%	3.67%

Dallas submitted exhibits concerning its financial situation in 2004-05 which can be summarized as follows:

1. Dallas is one of 5 Iowa counties that suffered a devaluation of agricultural land in excess of 30%. It also suffered a 4% rollback in urban land values. No specific evidence was submitted to show what urban assessed values for 2003-04 and 2004-05 were.
2. The Dallas General Fund (from which Sheriff wages can be paid) will contain \$3,540,672 (or 25% of future expenditures) at the end of the 2003-04 fiscal year to be used to meet payroll until October 2004, when the first half of property taxes will be received.
3. For 2004-05, available General Fund money is \$21,644 (\$10,510,867 revenues and \$10,489,223 expenditures). No evidence was presented to show what miscellaneous revenues have been in the past or what they are expected to be in 2004-05.

4 The County submitted no information regarding what total percentage and average wage increases it gave to its Paramedic (Firefighter Union) employees or its non-represented employees and elected officials over the past seven years.

4. Net property tax revenues increased by \$44,561 in 2004-05, with total revenues down by -\$1,438,422 and total spending cut by -\$2,009,108. Dallas has levied to the 3.5% maximum allowed by law in the General Fund.
5. Dallas represented and unrepresented employees have received 0% wage increases for 2004-05.
6. Iowa counties receive no revenues to provide services to Tax Incremental Financing Districts (TIF's) until the TIF expires; counties have no control over entities that can TIF, such as school districts and cities, or how long TIF's will last. Dallas has two large TIF's located in West Des Moines, Jordan Creek Center and Wells Fargo. Jordan Creek TIF is expected to be in effect for 18 years; the Wells Fargo TIF will expire in 5 years.
7. Uncharacteristically, Dallas was involved in negotiating the Wells Fargo TIF because it agreed to assist West Des Moines to finance that TIF. In that agreement, Dallas agreed to rebate to the General Fund all TIF money in excess of \$74 Million (or \$3.5 Million) for a five-year period and Wells Fargo agreed to create 3300 new jobs in Dallas.

DISCUSSION OF WAGE ITEM:

Dallas Dispatchers and Corrections Officers (CO's) are paid substantially less than such employees who are employed in comparable counties based upon all of the comparable data before me. It should be noted that the data offered in this case is slim in some areas. For example, Dallas presented no comparable evidence concerning CO's. In the Union's Six County Group, only three counties employ dispatchers, making this Group less helpful. Neither party submitted any comparable evidence regarding part-time employees in these classifications.

I note that information from the Seven County Group showed that Dallas Dispatchers are paid \$1.43 less per hour than the average of this Group at the minimum rate and at the maximum rate, Dallas Dispatchers are paid \$1.16 per hour less than the average of this Group. Compared to the three counties in the Union's Six County Group that employ dispatchers, Dallas Dispatchers are paid \$1.43 per hour less than the average of those comparables at the minimum rate and \$1.00 less per hour than the average of those comparables at the maximum rate.

Regarding Dallas CO's, Dallas CO's earn \$1.95 per hour less than the average of the Seven County Group at the minimum rate and \$1.20 per hour less than the average of this Group at the 1-year rate. If one uses the Chief Jailer rate as the maximum rate, the Chief Jailer rate is \$0.67 per hour less than the average maximum rate of this Group. Using the Six County group, the average at the minimum for CO's is \$13.49 per hour and at the maximum the average is \$15.16 per hour, showing that Dallas CO's are making \$3.26 per hour less at the minimum and \$2.25 less per hour (using the 1-year rate as the maximum) or \$ 1.72 less per hour (using the Chief Jailer rate as the maximum).

I do not believe that the Union's Six County Group is as valid as the Seven County Group or Dallas' Five County Group. However, the comparables show that Dallas Dispatchers and CO's are paid less than the available comparables and if Dallas prevails in this case they will fall even farther behind. Even if Dallas Dispatchers and CO's are granted a 4% increase and the employees in these classifications employed in comparable counties received a 2 to 3% raise, Dallas employees would not move ahead of any of these comparables—their rank would remain the same among these comparables. This picture is one that would tend to support catch-up for employees in these classifications.

Regarding part-time Dallas Jailer/ Matrons and certified and non-certified Dispatchers, I note that these employees are covered by the 2002-04 labor agreement and they appear to have been paid for the term of that contract as follows:

Jailer/Matrons	\$7.15/hour
Dispatchers	
Non-certified	\$6.50/hour
Certified	\$7.15/hour

These employees are paid substantially less than full-time Dallas employees in these classifications but there is no evidence on this record to use to compare them to employees in part-time positions in other counties and no record evidence regarding how many of these employees are employed in Dallas. All that can be said here is that a 4% increase to part-time Dallas employees would equal 29 cents per hour for certified Dispatchers and Jailer/Matrons and 26 cents per hour for non-certified Dispatchers, and that a 0% increase would leave them where they have been for the past two years for one more year.

In the case of Dallas deputy sheriffs, one cannot say they are so clearly behind the comparables. This is so in part because comparable wage rates vary widely: from a low of 14.54 per hour (Cerro Gordo) to a top pay of 24.04 per hour (Polk).

The average Deputy wage rates among the comparable groups here are as follows:

	<u>Min</u>	<u>Max</u>
Seven County Group:	17.23	18.71
Five County Group:	16.52	17.69
(excluding Adair & Polk)		
Union's Population Group:	17.09	20.49
County's Population Group:	18.10	19.68
Dallas	15.58	19.15

It is clear from the above chart that Dallas Deputies' starting rate is far less than

under any set of comparables before me. A 4% increase to Dallas Deputies at the starting rate would equal \$.61 which would not even raise them to the average of the most moderate set of comparables, the Five County Group (\$16.52). Yet Dallas County is larger than all of the counties contiguous to it except Polk and growing faster than all but Polk.

However, at top deputy pay, Dallas Deputies are doing far better than the average of the Seven County Group (which includes Polk) and better than the Five County Group (which excludes Adair and Polk).⁵ There is no record evidence to show where Dallas Deputies have been ranked visa vis the various comparable groups in the past --- that is, whether they have moved ahead or behind any of the listed comparables over a period of years making it difficult to judge the value of their current rankings. The County did give a partial list of pay increases among its unionized employees showing that over the past 7 years Dallas Sheriff employees have received, on average, 3.71% per year, the same as the Road Office Unit, slightly more (.3%) than the Courthouse Unit and less than the Road Maintenance and Attorneys units.⁶ It would also have been instructive to know what the seven year total and average per year wages were for the Paramedic Unit as the work done by members of this type of unit is more similar to police work than any of the other County unionized groups. The County is correct that these past average annual increases as far as they go, have been fair and respectable.

The County has made a serious argument that it is unable to pay its employees any wage increase. In support of this argument, it is the County's burden to submit sufficient evidence to fully support this argument and to convince this Arbitrator that the County's inability to pay is the overriding factor in determining this dispute. It is important that the County has granted no wage increases to any of its represented and non-represented employees in 2004-05. This fact demonstrates that the County is committed to keeping wages at 0% for 2004-05.

However, the County also chose to increase its costs by paying its share (\$55/mo) of increased insurance premium costs for 2004-05 which amounted to 2% of total compensation. This action does not support the County's inability to pay argument.

5 Even if one included Adair and excluded Polk the new average at the top rate for this group would be \$17.82, far less than what Dallas Deputies now earn.

6 I note that the Attorneys unit went to fact-finding for 2004-05, and that the Fact-Finder rejected the Union (4%) and County (0%) wage increases, finding a 2.5% increase freezing steps to be the most reasonable approach on wages. However, as the Union failed to timely file for arbitration, that case was not appealed and the County imposed its 0% on wages in that unit.

In addition, the evidence the County provided regarding its 2004-05 financial condition did not contain enough detail and depth to support its inability to pay claim. For example, the County submitted no evidence to show what urban assessed values (which fell by 4%) were for 2004-05. It submitted no historical financial data or 2004-05 data to show its unreserved, undesignated fund balance, its beginning fund balance prior to 2004 and its ending fund balance for the several years leading up to 2004-05. The County also failed to provide any evidence herein concerning its miscellaneous receipts in 2003-04 and what it projects in this area for 2004-05.

In addition, evidence was adduced at the instant hearing to show that the County made significant financial concessions to rebate all money in excess of \$74 million to the General Fund for a 5-year period in order to gain the Wells Fargo TIF for West Des Moines and the County. These rebate amounts could equal \$3.5 million. Thus, the County's funds appear to have been adversely affected by its agreement to assist financially with the Wells Fargo TIF. Clearly, the County's five-year commitment to the Wells Fargo TIF and the 18-year term of the Jordan Creek TIF mean that the County may have no relief from its TIFs for years to come. This is very disturbing given the County's current 0% wage proposal.

Furthermore, the County has sent mixed messages regarding its future intentions concerning wage increases. In this regard, I note that the County submitted an exhibit herein that read, inter alia as follows:

...
There just isn't enough cost shifting and cutting the County can do for Fiscal Year 2004-2005 to effectively give raises and maintain current staff levels. One or the other will have to give. Dallas County prefers to keep its staff. We view this budget crisis as a temporary situation, and are committed to making the cuts necessary in next fiscal year's budget to plan for raises.

At the instant hearing the County stated Sheriff employees deserve a raise in 2004-05 but its financial circumstances "came on us all at once". It also stated that at no point in the processing of this case did the County commit to granting wage increases next year but that if the County were to try to argue for a 0% increase next year it would have to have a really good argument in support thereof.

In contrast, the Union argued herein that a 3.5% wage increase for Sheriff employees would only cost the County about \$25,000, about 1% of the Sheriff's \$3 million annual budget; that the Sheriff has the power to change line items in his budget to cover wage increases. The County responded that any salary increases must come from the salary line item and therefore layoffs would have to occur if a wage increase were granted in this case. The County also stated that it needs to make repairs to its facilities and relocate some departments; that it has no money for those purposes, even though no

money for such expenditures is normally set aside and restricted for these purposes (and cannot be used for wages). This evidence tends to show that Dallas failed to properly plan for the future so as to meet its recurrent obligations such as employee wage increases and facilities maintenance and repairs.

The bottom line here is that I am not convinced that the County is truly unable to pay Sheriff employees a wage increase. I note that Corrections Officers, Dispatchers and part-time employees as well as Deputies at the starting rate are clearly behind all of the comparables (except Polk in the case of Dallas Deputies).

Thus all Sheriff employees except top paid deputies are clearly in need of catch-up pay. However, top Dallas Deputies do not as clearly need catch up pay. They are paid better than the average of 2 of the 4 comparability groups used herein (Seven Counties group and Five counties group). As all comparable wage rates were based on 2003-04 rates, there is no evidence herein what increases comparable counties may have granted for 2004-05. It is safe to assume that if any of these comparables had offered a 0% increase, the County would have pointed this out to the Arbitrator. If top paid Dallas Deputies receive a 4% raise in 2004-05, they will remain in the same rank visa vis all comparable counties with one exception. If top paid Warren deputies receive 2% or less in 2004-05 Dallas Deputies will equal or surpass them in the rankings. In addition, I note that the Sheriff unit will have an average per annum increase of 3.75% over 8 years, not out of line with the other units' average increases over 7 years. In these circumstances, overall, the external comparables support a wage increase for Dallas Sheriff Department employees, pursuant to Section 20.22(9)b, Iowa Code. I find the comparability factor to be most important in this case given the lack of sufficient evidence supporting the County's inability to pay argument.

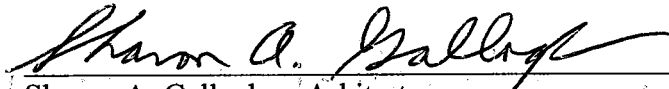
I note that Fact-finder Wyant recommended that these Sheriff employees receive a 0% increase for 2004-05, and he stated, "The Employer must be ready next year to award above average wage increase. They should not come before this or some other Fact Finder and claim poverty" (page 4). The Fact-finder did not discuss comparability. He recommended adoption of the Union's status quo position on all other items on which the County had sought concessions: overtime compensation, seniority, leaves of absence and insurance. Fact-finder Wyant had many more issues to deal with in his case. Also, Fact-finder Wyant did not discuss or analyze Dallas' inability to pay argument. In the circumstances of this case, I find Mr. Wyant's case was quite different from the one before me and I do not find it dispositive.

This case has been extremely difficult. Had the County supported its inability to pay argument with more detailed and more convincing evidence it might have prevailed in this case, especially given the high wage increase sought by the Union in this case. Here, the County will have to layoff Sheriff employee(s) to pay for the increase ordered herein as it stated it would do at the instant hearing. However, based on the above average ratio of County citizens to County employees, a layoff should not have a

dramatic impact on the "normal standard of services" Section 2022(9)c, Iowa Code.⁷ Finally, this Arbitrator is troubled by the fact that all of the County's other bargaining units will request a large increase in 2005-06 because of this Award. However, each unit will have to clearly support their requests by sufficient evidence pursuant to Chapter 20 of the Iowa Code and the County will have another opportunity to present and argue its inability to pay arguments.

In all of the circumstances of this case I find the Union's wage offer most reasonable.

Dated and signed October 9, 2004, at Oshkosh, Wisconsin


Sharon A. Gallagher, Arbitrator

⁷ The County submitted no evidence to show what the impact in services would be of a 4% increase in the Sheriff Department.

CERTIFICATE OF SERVICE

I certify that on the 9th day of October, 20 04, I served the foregoing Award of Arbitrator upon each of the parties to this matter by (_____ personally delivering) (X mailing) a copy to them at their respective addresses as shown below:

I further certify that on the 9th day of October, 20 04, I will submit this Award for filing by (_____ personally delivering) (X mailing) it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, IA 50309.

Sharon A. Gallagher

SHARON GALLAGHER, Arbitrator
(Print Name)

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